



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

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(213) 974-1101
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DAVID E. JANSSEN
Chief Administrative Officer

July 13, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**APPROVAL OF LICENSE AGREEMENT WITH CITY OF TEMPLE CITY
FOR USE OF PUBLIC LIBRARY BASEMENT SPACE
5939 GOLDEN WEST AVENUE, TEMPLE CITY
(FIFTH DISTRICT) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Make a finding that a portion of the public library located at 5939 Golden West Avenue, Temple City, is not required exclusively for County use.
2. Approve and instruct the Chairman to sign the attached License Agreement with the City of Temple City for continued use of the subject basement space as the City's public safety emergency operations center.
3. Find that this license agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301 of the State CEQA Guidelines.

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to grant a License Agreement to the City of Temple City (TC) for the continued use of the basement space (Premises) within the County-owned Public Library located at 5939 Golden West Avenue, Temple City, to conduct and operate its public safety Emergency Operations Center (EOC). The Premises provides a centralized headquarters to monitor and coordinate all related activities that arise during national or local emergencies. It also serves as a command post location to conduct direct communications with all of its public safety agencies during such emergencies.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Countywide Strategic Plan directs that we provide the public with quality services that are both beneficial and responsive (Goal 1). Allowing the use of a County facility to promote the public safety of its citizens is consistent with that Goal.

FISCAL IMPACT/FINANCING

The gratis use of the Premises will have no significant fiscal impact to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 2, 1978 your Board approved and adopted a 25-year license agreement with TC for use of the Premises to conduct and operate its EOC. TC uses the Premises on a bi-monthly basis to train its EOC personnel and when national or local emergencies arise.

The Premises is comprised of approximately 1400 square feet of space and has been improved by TC to include a storage room, a work/office room and a radio communication/computer room. An open space area at the center of the Premises is situated with tables and chairs. The Premises is occasionally used by neighboring County Fire personnel to conduct meetings and training.

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The License Agreement expired in May 2003 and has remained on a month to month basis while TC contemplated possible EOC relocation in conjunction with a proposed project to renovate the civic center area. TC has been unable to obtain the necessary funding for the renovation project and it has been placed on indefinite hold pending future attempts to obtain said funding. TC has therefore requested another long term license agreement for use of the Premises.

Accordingly, this office has negotiated the attached license agreement containing the following relevant terms and provisions:

- The term of the License shall be for 20 years commencing upon its full execution by the parties.
- The County and Licensee have the right to cancel the License for any reason by providing the other party with 180 days prior written notice.
- Consideration for this License shall be Licensee's faithful performance of its obligations under the License.
- All operating responsibilities under this License, including maintenance and utilities, shall be the responsibility of the Licensee.

The attached License Agreement, which is authorized pursuant to Government Code Section 25526.6 has been executed by TC and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

This project is exempt from CEQA requirements as specified in Class 1, of the Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987, and Section 15301 of the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

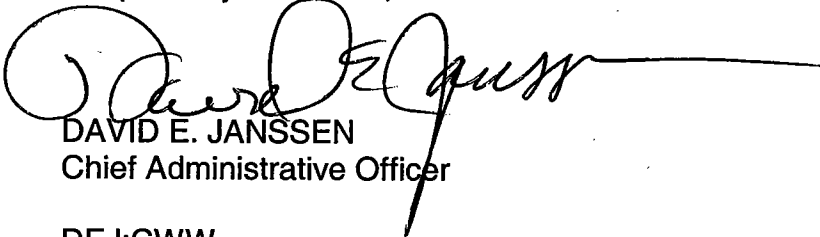
There will be no impact to County services. Public Library is in concurrence with the proposed agreement.

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CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return three originals of the executed License Agreement and the adopted, stamped Board letter, and two certified copies of the Minute Order to the Chief Administrative Office, Real Estate Division at 222 South Hill Street, Fourth Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:CWW
CB:RL:cc

Attachment

c: County Counsel
Public Library

5939GoldenWestAve.b

REVOCABLE LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and entered into this ____ day of _____, 2004,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County,"

AND

CITY OF TEMPLE CITY, a municipal corporation, hereinafter referred to as "Licensee,"

WITNESSETH:

WHEREAS, County is the owner of certain real property and improvements which are not required exclusively for County use; and

WHEREAS, Licensee is desirous of using a portion of said real property and improvements thereon;

WHEREAS, County grants to Licensee, the non-exclusive right to use the following described premises. No permanent interest in the real property subject to this License shall vest in the Licensee.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. PREMISES

1.01 County hereby grants a license (License) to Licensee and Licensee hereby agrees to the terms and conditions hereinafter set forth, for the sole purpose of using the basement of the library facility located at 5939 Golden West Avenue, Temple City, to conduct its Emergency Operations Center (EOC). The area covered by this License is shown in the floor plan attached hereto as Exhibit A and by this reference is made a part hereof.

1.02 The licensed premises (Premises) shall be used only by Licensee, its officers, employees, contractors, agents, and guests for the purpose of conducting its EOC as provided herein, and for such related and incidental purposes or activities as are related thereto.

1.03 Licensee shall make no alterations or improvements to the Premises.

1.04 Licensee shall remove all personal property prior to the termination of this License and in the event of the failure to do so, title thereto shall vest in County.

1.05 Licensee acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Premises in its present physical condition and agrees to make no demands upon County for any improvements or alteration thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction, in and to the Premises and covenants and agrees never to assail, contest or resist said title. This License shall be neither assignable nor transferable by the Licensee.

2. TERM

The term of the License shall be for twenty (20) years commencing upon full execution of this License and terminating twenty (20) years thereafter.

3. CANCELLATION

The County and Licensee each reserve the right to cancel this License for any reason by providing the other party with one hundred eighty (180) days prior written notice.

4. PAYMENT

Consideration for this License shall be Licensee's faithful performance of its obligations under this License.

5. OPERATING RESPONSIBILITIES

5.01 Compliance. Licensee shall comply with all applicable rules and regulations adopted by the Board of Supervisors, Chief Administrative Office (CAO) and/or the County Librarian. Licensee shall conform to and abide by all Municipal and County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required, the same must be first obtained from the regulatory agency having jurisdiction there over.

5.02 Signs. Licensee shall not post signs or advertising matter upon the Premises or improvements thereon unless prior approval therefor is obtained from the CAO, whose approval shall not be unreasonably withheld.

5.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted to be brought onto, stored, or remain on the licensed Premises, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

5.04 Security Devices. Licensee shall be solely responsible for providing security for all of its activities on the Premises authorized by this License.

5.05 Maintenance. Licensee shall be responsible for maintaining the Premises in a clean and sanitary condition.

5.06 Utilities. Licensee shall be responsible for all utilities (including telephones) necessary for the operation of the Premises. Licensee waives any and all claims against County for compensation for loss or damages caused by a defect, deficiency, or impairment of any utility/security system or electrical/telephone apparatus or wires serving the Premises.

5.07 Examination of Premises. Licensee shall permit authorized representatives of the County to enter the area at any time for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

6. HOLD HARMLESS AND INDEMNIFICATION

Licensee agrees to indemnify, defend and save harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, expense, including defense costs and legal fees and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's, its members, agents and invitees, operations and use of the Premises and the attraction caused by their operations on the Premises which attracts third parties and members of the general public to the Premises, including any Worker's Compensation suits, liability or expense, arising from or connected with services performed on behalf of Licensee by any person pursuant to or in connection with this License.

7. INSURANCE

7.01 Without limiting Licensee's indemnification of County, Licensee shall provide and maintain at its own expense during the term of this License the following program(s) of insurance covering Licensee's operation hereunder. Such insurance shall be provided by insurer(s) satisfactory to County's Risk Manager and evidence of

such programs satisfactory to County shall be delivered to the CAO's Real Estate Division, on or before the effective date of this License. Such evidence shall specifically identify this License and shall contain express conditions that County is to be given written notice at least 30 days in advance of any material modification or termination of any program of insurance.

a. General Liability. A program including, but not limited to: comprehensive general liability, endorsed for contractual liability, independent contractor, products-completed operations, premises, broad form property damage with a combined single limit of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by County and shall name the County of Los Angeles as an additional insured.

b. Workers' Compensation. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers all persons providing services by or on behalf of Licensee and all risks to such persons under this License.

Licensee, at its sole option may elect to self-insure. To so elect, Licensee must give the County thirty (30) days written notice of its intention. Thereafter, such election shall be effective only if Licensee provides the County with the certificates evidencing such specified coverage at least thirty (30) days prior to the effective date thereof.

Licensee shall thereafter be free of its obligation to maintain commercial insurance in force for such specified coverage beyond the effective date of the certificate delivery to the County. By this procedure, the parties intend there shall be no gap in time for the required coverage.

7.02 Failure on the part of Licensee to procure or maintain required insurance shall constitute a material breach of contract upon which County may immediately terminate this License.

7.03 Conduct of the licensed activities shall not commence until Licensee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

8. TAXES AND ASSESSMENTS

Licensee shall be liable for any and all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the personal property and fixtures belonging to Licensee and located on the Premises.

9. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on, or vest in, Licensee any title, interest, or estate in the Premises or any part thereof, and therefore, Licensee shall not assign, hypothecate, or mortgage the Premises or any portion thereof, by, through or pursuant to this License.

10. DEFAULT

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License.

11. WAIVER

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions thereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this License shall be cumulative.

12. SURRENDER

12.01 Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Premises and shall remove all improvements constructed by Licensee, restore the Premises to its original condition, ordinary wear and tear excepted.

12.02 In the event Licensee fails to cause such removal of improvements, County, at its sole discretion, may elect to assume title thereto, or may have them removed and have the Premises restored at Licensee's expense.

13. **ENFORCEMENT**

The CAO shall be responsible for the enforcement of this License on behalf of the County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

14. **COUNTY LOBBYIST ORDINANCE**

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

15. **NOTICES**

15.01 Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

City of Temple City
9701 Las Tunas Drive
Temple City, CA 91780
Attention: Martin R. Cole, City Manager
Telephone: (626) 285-2171

or such other place as may hereinafter be designated in writing to the County by Licensee. Any notice served by mail upon County shall be addressed to:

County of Los Angeles
Chief Administrative Office - Real Estate Division
222 S. Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager, Property Management
Telephone: (213) 974-4200 / Fax: (213) 217-4968

or such other place as may hereinafter be designated in writing to Licensee by the Chief Administrative Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

16. AUTHORITY

The person executing this License on behalf of Licensee hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License.

17. NONDISCRIMINATION

Licensee certifies and agrees that all persons invited on the Premises by Licensee shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including but not limited to the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment and Housing Act.

[illegible]

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed, and the County of Los Angeles by order of its Board of Supervisors, has caused this License to be executed on its behalf by the Chairman of said Board and attested by the Clerk thereof the day, month and year first written above.

LICENSEE:

CITY OF TEMPLE CITY

By: Martin R. Cole
Martin R. Cole, City Manager

ATTEST:

CITY OF TEMPLE CITY

By: Mary R. Flandrick
Mary R. Flandrick, City Clerk

COUNTY OF LOS ANGELES

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By: _____
Chairman, Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By: Francis E. Scott
Deputy: Francis E. Scott

EXHIBIT A

TEMPLE CITY PUBLIC LIBRARY

5939 GOLDEN WEST AVE., TEMPLE CITY, CALIF.

JTH 6-7

